Washington Department of FISH and WILDLIFE

INTERLOCAL AGREEMENT

TITLE:	Edmonds Pier - Design, Permitting & Construction	**WDFW NUMBER:**	13-2156
CONTRACTOR:	City of Edmonds	**CONTRACT PERIOD:**	7/1/2013 to 6/30/2015
TYPE:	Payable		

A. *PARTIES TO THIS CONTRACT*

This Contract is entered into between the Washington State Department of Fish and Wildlife, 600 Capitol Way North, Olympia, WA 98501-1091, hereinafter referred to as the WDFW, and City of Edmonds, 121 5th Ave N, Edmonds, WA 98020, hereinafter referred to as the Contractor, for the express purposes set forth in the following provisions of this Contract.

B. *PURPOSE OF CONTRACT*

Under the provisions of chapter 39.34 RCW, this contract sets out the terms and conditions by which the Contractor shall provide those goods and/or services as defined herein.

C. *DESCRIPTION OF PROJECT*

Contractor shall perform the project as described in Attachments, which are incorporated herein by this reference:

Attachment "A" General Terms and Conditions

Attachment "B" Contract/Project Summary

Attachment "C" Contractor's proposal, if any

Attachment "D" Other, if any

D. *COMPENSATION / PAYMENT*

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed $190,000. Payment for satisfactory performance of work shall not exceed this amount unless this agreement is amended. Compensation for services shall in accordance with the budget in Attachment "B" which is attached hereto and incorporated herein. All invoices shall reflect WDFW Contract number 13-2156.

E. *FEDERAL FUNDING*

Any federal funding received by the Contractor will be shown with the budget in Attachment "B". If federal funds are being provided with this agreement, further guidance will be provided in Attachment "A" regarding federal compliance issues.

F. *BILLING PROCEDURE*

The Contractor shall submit invoices monthly UNLESS specified otherwise in Attachment "B". Invoices for services rendered in accordance within this agreement shall be sent directly to the WDFW Project Manager. Payment to the Contractor for approved and completed work will be made by warrant or account transfer by WDFW within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

G. *RIGHTS AND OBLIGATIONS*

Attachment A contains the General Terms and Conditions governing work to be performed under this Contract, the nature of the working relationship between the WDFW and the Contractor, and specific obligations of both parties. All rights and obligations of the parties to this Contract shall also be subject to and governed by other Attachment(s) to this contract.

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H. *ADDITIONAL PROVISIONS OR MODIFICATIONS OF THE GENERAL PROVISIONS (IF ANY)*

None.

I. *CONTRACT REPRESENTATIVES*

The below named representatives for each of the parties shall be the contact people for all communications and billings regarding the performance of this Contract. All written communications regarding this Contract shall be sent to the designated representatives at the addresses below unless notified in writing of any change.

Contractor's Representative	WDFW's Representative
Carrie Hite 121 5th Ave N Edmonds, WA 98020 Office Phone: (425) 771-0256 Fax: Email: carrie.hite@edmondswa.gov	Raymond Berg, PE Capital & Asset Management Program 600 Capitol Way N. Olympia, WA 98501-1091 Office Phone: (360) 902-8395 Fax: (360) 902-8367 Email: bergrjb@dfw.wa.gov

J. *ENTIRE CONTRACT*

This Contract, along with all attachments and exhibits, constitutes the entire agreement of the parties. No other understandings, verbal or otherwise, regarding this Contract shall exist or bind any of the parties.

K. *APPROVAL*

This contract shall be subject to the written approval of WDFW'S authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

IN WITNESS WHERE, WDFW and the Contractor have signed this contract.

CONTRACTOR		WASHINGTON STATE DEPT. OF FISH AND WILDLIFE	
By:		**By:**	*Lee Rolfe* / **Jeffrey R. Hugdahl**
Title:	Mayor	**Title:**	Chief Financial Officer / Contracts and Purchasing Manager
Date	2.24.14	**Date**	3/6/14

Attachment A -

GENERAL TERMS AND CONDITIONS
Interagency Agreements

DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

A. "AGENCY" shall mean the **Department of Fish and Wildlife** of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.

B. "AGENT" shall mean the AGENCY Director, and/or the delegate authorized in writing to act on the Director's behalf.

C. "CONTRACTOR" shall mean any agency, political subdivision, or unit of local government of this state; any agency of the state government; any agency of the United States; any Indian tribe recognized as such by the federal government; and any political subdivision of another state that is performing service(s) under this contract, and shall include all employees of the CONTRACTOR.

D. "RCW" shall mean the Revised Code of Washington. All references in the contract to RCW chapters or sections shall include any successor, amended or replacement statutes.

E. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the AGENCY.

AMENDMENTS

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

ASSIGNMENT

The work to be provided under this contract, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The CONTRACTOR shall not use or disclose any information concerning the AGENCY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law.

DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

DISPUTES
In the event that a dispute arises under this contract, it shall be determined by a Dispute Board in the following manner: Each party to this contract shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process and if applicable, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

DUPLICATE PAYMENT
The AGENCY shall not pay the CONTRACTOR, if the CONTRACTOR has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

ENTIRE AGREEMENT
This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto

EQUIPMENT MANAGEMENT
For the purposes of this contract, "Inventoriable Equipment" shall mean a tangible asset which has a service life of more than one year and with a unit cost of $5,000 or greater; and tangible assets with a unit cost of more than $300 that the AGENCY considers "small and attractive," such as engines, chain saws, communications equipment, global position systems, optical devices, cameras, microcomputer and related systems, and video equipment; and firearms, boats and motorized vehicles of any value.

If the CONTRACTOR uses contract funds to purchase Inventoriable Equipment, title to that Inventoriable Equipment shall be held by the AGENCY unless otherwise specified in this contract. The AGENCY's Inventoriable Equipment provided to the CONTRACTOR shall be used only for the performance of this contract. Title to the AGENCY's Inventoriable Equipment shall remain with the AGENCY.

The CONTRACTOR shall take reasonable steps to account for and protect Inventoriable Equipment from loss or damage; report to the AGENCY any loss or damage of such property; and take reasonable steps to protect such property from further damage. The CONTRACTOR shall surrender to the AGENCY all Inventoriable Equipment either provided by the AGENCY or purchased with contract funds upon the completion or termination of this contract.

FINAL INVOICE
The CONTRACTOR shall submit the final invoice not later than 60 calendar days from the end of the contract period.

GOVERNANCE
This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this contract shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this contract, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

a. Applicable state and federal statutes and rules;
b. Statement of work; and
c. Any other provisions of the contract, including materials incorporated by reference.

HOLD HARMLESS
Each party to this contract will be assigned, and assume responsibility for any damages to third parties that are attributable to the negligent acts or omissions of the individual party. Both parties agree, to the extent permitted by law, to defend, protect, save and hold harmless the other party, its officers, agents, and employees from any and all claims, costs, damages, and expenses suffered due to each party's own actions or those of its agents or employees in the performance of this contract.

GOVERNING LAW
This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

INDEPENDENT CAPACITY
The employees or agents of each party who are engaged in the performance of this contract shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

NONDISCRIMINATION
During the performance of this contract, both parties shall comply with all federal and state nondiscrimination laws, regulations and policies.

PREVAILING WAGE
If any work performed by subcontractors is subject to Chapter 39.12 of the Revised Code of Washington, the CONTRACTOR shall ensure that subcontractors pay the prevailing rate of wages to all subcontractor workers, laborers or mechanics in the performance of any part of the work described in the contract in accordance with state law and Department of Labor and Industries rules and regulations.

RECORDS MAINTENANCE
The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this contract will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this contract to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHT OF INSPECTION
The CONTRACTOR shall provide right of access to its facilities to the AGENCY, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

RIGHTS IN DATA
Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AGENCY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

SAVINGS
In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY may terminate the contract under the "Termination " clause, without the thirty-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions.

SEVERABILITY
The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

SUBCONTRACTING
Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the CONTRACTOR to the AGENCY for any breach in the performance of the CONTRACTOR'S duties. This clause does not include contracts of employment between the CONTRACTOR and personnel assigned to work under this contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this contract are carried forward to any subcontracts. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

TERMINATION
Either party may terminate this contract upon 30-days' prior written notification to the other party. If this contract is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this contract prior to the effective date of termination.

TERMINATION FOR CAUSE
If for any cause, either party does not fulfill in a timely and proper manner its obligations under this contract, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15-working days. If failure or violation is not corrected, this contract may be terminated immediately by written notice of the aggrieved party to the other.

WAIVER

A failure by either party to exercise its rights under this contract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this contract unless stated to be such in a writing signed by an authorized representative of the party and attached to the original contract.

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 5/8/2013

Attachment B

Contract/Project Summary

TITLE: Edmonds Pier - Design, Permitting & Construction	**WDFW NUMBER:** 13-2156
PERIOD: 07/01/2013 to 06/30/2015	
CONTRACTOR: City of Edmonds	
CONTRACTOR CONTACT:	**WDFW MANAGER:** Raymond Berg, PE (360) 902-8395
CONTRACT TYPE: Payable	**CFDA NUMBER:**
CONTRACT SUB TYPE: Interlocal	**AWARD NUMBER:**
STAFF TYPE: External	**RFQQ/RFQ/RFP/IFB NUMBER:**
PROJECT GROUP: Permits/Design	
PROJECT TYPE:	

SUMMARY PROJECT DESCRIPTION:
City of Edmonds shall provide design and construction of repairs to Edmonds Pier. Initial funds are for design. The City and State will pursue, in partnership, grant funding through ALEA and Local Parks categories in the 2014 grant cycle for additional funds to complete construction of the project. WDFW will provide permit application and acquisition services.

The City of Edmonds shall submit invoices quarterly.

PROJECT STATEMENT OF WORK:
See Attachment D - Statement of Work.

PROJECT BUDGET: OBJECT DETAIL

INDIRECT RATE: Indirect amount calculated by CAPS

Object	Sub Object	Total Cost
J-Capital Outlays		$190,000

PROJECT BUDGET: ITEM DETAIL

Item	Qty	Unit	Unit Cost	Total Cost
Design	0			$190,000

CURRENT FUNDING:

Fund/Appropriation	Type	Amount	%
057-K20 SBCA-S Minor Works: Access Sites	State	$190,000	100.0%

MATCH:

Grant Match	$0	0.0%

MASTER INDEX:
80772

ATTACHMENT D – STATEMENT OF WORK

INTERLOCAL AGREEMENT BETWEEN
WASHINGTON DEPARTMENT OF FISH AND WILDLIFE
AND THE
CITY OF EDMONDS

A. The Department of Fish and Wildlife ("WDFW") owns the Edmonds Fishing Pier and since its construction the City of Edmonds ("City") has been responsible for its maintenance. The pier now exhibits structural, non-structural and electrical deterioration since it was constructed in the late 1970's. This deterioration and recommendations for repairs are documented in the *Final Condition Survey Report* developed in December 2006 by BERGER/ABAM Engineers, Inc. for the City.

B. WDFW has received $200,000 funding from the Legislature for the design and permitting of repairs to the pier. The City shall produce the design, WDFW shall perform the environmental permitting. $10,000 of the funding is allocated for WDFW's permitting effort, $190,000 for the City's design and permit fees. WDFW will reimburse the City for work performed, in accordance with the General Terms and Conditions of this Agreement.

C. The City and WDFW in partnership will pursue further funding for construction via WWRP in the 2014 grant cycle. If such funding is granted either to WDFW or the City, this Agreement may be amended to include those construction funds in its scope.

D. Based on the *Final Condition Survey Report* recommendations the inflation adjusted Maximum Allowable Construction Cost (MACC) for this project is $1,040,000 in 2015 dollars, and does not include sales tax or the allowance for construction change orders.

E. The City shall manage and implement this project using necessary personnel, contracted services and otherwise do all things necessary for or incidental to performing work relating to design, project management, construction management and Public Works contracting.

F. The City shall continue to provide all normal maintenance and operation for all portions of the fishing pier facility and shall maintain all utilities on the facility.

G. <u>Schedule</u>

1. All activities under this Agreement shall be coordinated to accomplish construction beginning April 2015.

2. Within 60 days of execution of this Agreement the City will submit to WDFW a proposed schedule for design and permitting, including design milestones of 30, 60, 90 and 100% completion. In the proposal the City shall allow 3 months for permit acquisition by WDFW after receipt of complete permit drawings.

H. <u>Design</u>

Responsibilities of the City: The City shall produce a design in general accordance with the recommendations of the *Final Condition Survey Report* and shall incorporate the best engineering, materials and construction practices into the work. The design shall be submitted to WDFW for review

at the 30%, 60%, 90% completion milestones, with drawings, specifications and construction cost estimates. After 100% design acceptance the City shall give a copy of the CAD drawing files to WDFW.

Responsibilities of WDFW: WDFW project manager in the Capital and Asset Management Program shall review the design submittals and return comments to the City project manager within 2 weeks of submission.

I. Permitting

Responsibilities of WDFW: WDFW shall obtain the necessary environmental permits for the project to allow construction. Upon receipt of complete permit drawings from the City, WDFW shall develop permit applications, submit and attend meetings for the following permits: SEPA Checklist, City of Edmonds Substantial Shoreline Development (SSD), City of Edmonds Critical Areas, WDFW Hydraulic Project Approval. It is expected that the SSD will be an exemption, and that the project is out of the Corps of Engineers jurisdiction, so no Corps permit is needed. Since the pier structure is less than 50 years old, there will be no notification of the work to the Department of Archaeology and Historic Preservation (DAHP). WDFW will not obtain an extension to the Department of Natural Resources Aquatic Lands Lease.

WDFW shall be the SEPA Lead Agency for this project. WDFW will submit draft permit applications to the City's Project Manager for review before submission.

Responsibilities of the City: At 30% design completion the City shall produce permit drawings on 11" x 17" drawing size to WDFW. The submittal shall be in PDF format and contain all the information that in the estimation of the WDFW permit biologist is necessary for permit submittal. The City will develop materials and make application for construction permits such as a Building Permit, and other similar permits, if any. The City shall pay permit fees at the time of application.

Washington Department of FISH and WILDLIFE

CONTRACT AMENDMENT

TITLE: Edmonds Pier - Design, Permitting & Construction

WDFW NUMBER: 13-2156

AMENDMENT NUMBER: 1

CONTRACTOR: City of Edmonds

AMENDMENT VALUE: $ 0

AMENDMENT EFFECTIVE DATE: 06/30/2015

CONTRACT END DATE: 10/31/2015

The above-referenced Contract between the State of Washington, Department of Fish and Wildlife (WDFW); and City of Edmonds is hereby amended as follows:

Amendment #1 - No cost, time extension only. The new contract end date will be October 31, 2015.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

CITY OF EDMONDS

7/6/15

Signature and Date

Carrie Hite Parks Director

Printed Name and Title

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

7/13/15

Signature and Date

Jeffrey Hugdahl
Contracts & Purchasing Manager

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#6551
7-18-15 to 10-31-15

Washington Department of FISH and WILDLIFE

CONTRACT AMENDMENT

TITLE: Edmonds Pier - Design, Permitting & Construction

WDFW NUMBER: 13-2156

AMENDMENT NUMBER: 2

CONTRACTOR: City of Edmonds

AMENDMENT VALUE: $1,300,000.00

AMENDMENT EFFECTIVE DATE: 10/01/2015

CONTRACT END DATE: 06/30/2017

The above-referenced Contract between the State of Washington, Department of Fish and Wildlife (WDFW); and City of Edmonds is hereby amended as follows:

See Attachment A.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

CITY OF EDMONDS

Signature and Date

David Earling Mayor

Printed Name and Title

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

12/15/15

Signature and Date

Jeffrey R. Hugdahl
Contracts and Purchasing Manager

Printed Name and Title

(61994)
(6551)

6684
CON-5-13-28
10-1-15-15 to 6-30-17

AMENDMENT - SCOPE OF WORK

INTERLOCAL AGREEMENT BETWEEN
WASHINGTON DEPARTMENT OF FISH AND WILDLIFE
AND THE
CITY OF EDMONDS
WDFW CONTRACT NO. 13-2156

A. The City of Edmonds ("City") has completed the design of the project, and the Department of Fish and Wildlife ("WDFW") has completed procurement of the environmental permits for the project.

B. WDFW has received $1,300,000 funding from the Legislature for the construction of repairs to the pier. The funding is in the following form:

$800,000	WDFW Capital Budget direct appropriation
$500,000	WDFW ALEA Grant

WDFW will allocate $5,000 of the funds above for WDFW's project management of the contract. The remainder, $1,295,000, is available for reimbursement to the City for the construction. These funds are available for reimbursement for construction of those features identified in the December 2006 BERGER/ABAM report; additional features in the construction contract added at the option of the City, are not eligible for reimbursement. WDFW will reimburse the City for work performed, in accordance with the General Terms and Conditions of this Agreement.

The City has identified $100,000 funds for the construction of the project.

C. Prior to advertising the project for Public Works construction, the City shall provide WDFW a draft copy of the bid documents for review. WDFW will review to ensure bid items for work under this agreement are separate from work funded by other means.

D. Prior to award of the Public Works contract the City shall provide a tabulation of bids received to WDFW for review.

E. The City shall copy WDFW on all change orders to the Public Works contract within 7 calendar days of the execution of the change order amendment.

F. The City shall manage and implement this project construction using necessary personnel, contracted services and otherwise do all things necessary for or incidental to performing work relating to project management, construction management and Public Works contracting.

G. Construction shall be complete by June 30, 2017.

Washington Department of FISH and WILDLIFE

CONTRACT AMENDMENT

TITLE: Edmonds Pier - Design, Permitting & Construction

WDFW NUMBER: 13-2156

AMENDMENT NUMBER: 3

CONTRACTOR: City of Edmonds

AMENDMENT VALUE: $500,000.00

AMENDMENT EFFECTIVE DATE: 07/15/2016

CONTRACT END DATE: 10/31/2017

The above-referenced Contract between the State of Washington, Department of Fish and Wildlife (WDFW); and City of Edmonds is hereby amended as follows:

1. See Attachment A.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

CITY OF EDMONDS

11.22.16
Signature and Date

David O. Earling, Mayor
Printed Name and Title

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

8/19/16
Signature and Date

Jeffrey R. Hugdahl
Contracts and Purchasing Manager

Printed Name and Title

#6876

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7-19-16

ATTACHMENT A

AMENDMENT - SCOPE OF WORK

INTERLOCAL AGREEMENT BETWEEN
WASHINGTON DEPARTMENT OF FISH AND WILDLIFE
AND THE
CITY OF EDMONDS
WDFW CONTRACT NO. 13-2156

A. The City of Edmonds ("City") has begun construction of the project. The scope of work for the Fishing Pier Rehabilitation project has increased significantly due to unforeseen structural deficiencies and other issues, the sum exceeding the contingency for construction.

B. WDFW has received additional funding from the Recreation and Conservation Office (RCO) and has allocated additional WDFW capital budget funding for the construction of repairs to the pier. The funding is in the following form:

$ 50,000	WDFW Capital Budget
$450,000	WDFW WWRP Grant from RCO
$500,000	TOTAL

WDFW will allocate $5,000 of the funds above for WDFW's project management of the contract. The remainder, Not To Exceed $495,000, is available for reimbursement to the City for approved construction, project management, construction management, inspection, and other necessary expenses due to construction. WDFW will reimburse the City for work performed, in accordance with the General Terms and Conditions of this Agreement.

C. RCO requires interpretive signage for the project, and these signs are added to the scope of the project.

D. This amendment will not take effect until funds from RCO are received by WDFW and a 'Notice To Proceed' is issued by WDFW to the City.

Attachment: Amendment #3 and Attachment A (1387 : Amendment #3 ILA WDFW Fishing Pier)